UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

WRS, INC. d/b/a WRS MOTION PICTURE LABORATORIES, a corporation,

Plaintiff,

vs.

C.A. No. 00-2041

PLAZA ENTERTAINMENT, INC., a corporation, ERIC PARKINSON, an individual, CHARLES von BERNUTH, an individual and JOHN HERKLOTZ, an individual,

Defendants

ORDER OF COURT

AND NOW, to-wit, this 1st day of May, 2008, upon consideration of the foregoing Stipulation, it appearing to the Court that in accordance with the Stipulation Herklotz and WRS, Inc. have appointed First National Trust Company as escrow agent to receive, hold and disburse the proceeds from the potential sale of the TPLPES and from the potential distribution of Giant of Thunder Mountain, it is hereby ORDERED, ADJUDGED and DECREED as follows,

1, First National Bank Trust Company ("FNTC") shall be and is hereby appointed as escrow agent with respect to the Stipulation for Stay.

2, In the event that Herklotz should generate proceeds from the distribution of Giant of Thunder Mountain or from the sale of the TPLPES, Herklotz shall cause the proceeds payable pursuant to this Stipulation to be paid to "FNTC as escrow agent" to be deposited in an account in the name of WRS, Inc and John C. Herklotz.

3. The account shall not be opened until the proceeds are available for deposit.

4. FNTC shall report any income earned on the account to the tax identification number of John C. Herklotz.

5. If the account is opened, FNTC shall hold the funds on deposit until it is notified by counsel for the successful party of the occurrence of one of the following:

A. Upon conclusion of the appeal, in the event that the appeal is concluded in favor of WRS, Inc., the escrow agent shall, upon expiration of the applicable appeal period, draw a check on the deposit account created hereby payable to "Thomas E. Reilly P.C. attorney for WRS, Inc." in the full amount then due WRS, Inc. on the Judgment entered on February 20, 2007, plus accrued interest, and any additional counsel fees which may be awarded and all applicable docket and court costs that may be assessable against Herklotz.

B. In the event that the Order of Court is not affirmed on appeal, then the escrow agent shall, upon expiration of the applicable appeal period, draw a check on the deposit account created hereby to the order of John Herklotz for the full amount of the escrow account.

C. In the event that the Order of Court is partially affirmed and/or modified, the escrow agent shall, upon the expiration of the applicable appeal period, distribute the monies held in the escrow account in a manner consistent with any applicable order entered by the United States Court of Appeals for the Third Circuit or the United States District Court for the Western District of Pennsylvania.

6. FNTC assumes no liability except that of a stakeholder. FNTC duties are limited to those specifically set out in this ORDER. FNTC shall incur no liability to anyone except for willful misconduct or gross negligence so long as the FNTC acts in good faith. WRS, Inc. and Herkoltz shall save, hold harmless, indemnify and Defend FNTC of and form any liability, FNTC may incur other than that incurred as a result willful misconduct, gross negligence or lack of good faith.

7. Herklotz shall pay FNTC its commonly imposed charges for its services as escrow agent pursuant to the Stipulation and Order which if not paid may be deducted form the income earned on the deposited funds

8. Either party or FNTC may move to modify this Order.

BY THE COURT: